

## Ticker convicted driver insurance policy wording

## Your agreements with Ticker:

- Your insurance policy
- Your telematics terms and conditions
- Your policy administration

## Welcome to Ticker

Thanks for choosing us - we're glad to have you.

Your policy wording is where you'll find information about what's covered by your insurance, how to make a claim and how to get in touch if you need anything. As you know, Ticker insurance works with a telematics device. You get it through the post and install it easily yourself.

The Ticker **device** collects data and sends feedback to **your** Ticker app, so it's really important **you** set up both. **We**'ll always let **you** know if **you** need to do anything.

There's more information in the app and at ticker.co.uk.

## If you have a crash

**Your** app has a button on the dashboard that says 'Had a crash'. This will put **you** straight through to **our** claims team so **you** don't have to search for the number.

If you need the number to report an incident or make a claim, it's 0330 053 3727. We'll help you with that 24 hours a day, 365 days a year.

You can also send an email about your claim at tickerclaims@carpentersgroup.co.uk or post something to:
Ticker Claims, C/O Carpenters Insurance Services Limited, Priory House, Monks Ferry, Birkenhead, Merseyside, CH41 5LH

## Need some help?

- You'll find all your insurance documents in your app
- FAQs live at ticker.co.uk/help
- You can chat to us in the app anytime
- You can also send us an email at help@ticker.co.uk or give us a ring on 0345 305 2774

**You** can talk to **our** customer service team by chat from 9am to 6pm, Monday to Friday (except public holidays), and 9am to 5pm on Saturdays.

## Finding your way around your policy wording:

This document covers **your** Ticker insurance **policy** and two separate agreements: one for **you** to use the Ticker **device** and one for **us** to administer **your** Ticker **policy**.

Throughout your policy wording, there are certain words in bold. You can find definitions for these words in Definitions of words in your policy wording section.

## Your Ticker policy is underwritten by Accredited Insurance (Europe) Limited - UK Branch

Ticker is an agent of AIEL and the product is sold by Ticker. No personal recommendation has been given to the **policyholder** in the sale of the **policy**.

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Colin Johnson - Director

Accredited Insurance (Europe) Limited - UK Branch

Ticker is a trading name of Ticker Limited, which is an appointed representative of Davies MGA Services Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number 597301 to carry on insurance distribution activities. Ticker Limited is registered in England and Wales company number 11068409. Registered office at The Old Byre, Peper Harow Park, Godalming, England, GU8 6BQ.

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## Keeping your policy up to date

The first thing to do once you've downloaded the Ticker app is check your policy documents. Any wrong details can invalidate your policy, so it's important you read everything.

Your policy and the cost of your insurance are based on the information you've given us. It's very important you keep this up-todate.

We have to agree to provide cover for any changes you want to make to your insurance. Some changes might not be possible or mean us setting different terms, extra costs or fees. A change could cost more than you expected so if you do want to make a change, get in touch to chat about it before making a decision.

## You must tell us immediately if:

- You or (anyone else on your policy) are involved in an incident, no matter how minor, whose fault it was or whether you'd like to claim
- You change your address
- You (or a named driver) change your job
- You (or a named driver) pass your driving test and move from a provisional to a full driving licence
- Your (or a named driver's) licence is revoked, temporarily or permanently
- You will exceed your declared mileage limit
- The status of your (or a named driver's) licence changes in any other way

## Please let us know about any of these before they happen:

- You want to change the car on your policy
- You want to change what you use your car for
- You want to add other drivers
- You want to alter or modify your car from the manufacturer's standard spec. This includes but is not limited to:
  - Changes to the bodywork
  - Changes to suspension or brakes
  - Cosmetic changes like alloy wheels
  - Anything affecting performance, like changes to the engine management or exhaust systems
  - Changes to the audio/entertainment system

Modifications: you must tell us about any changes you want to make to your car. Not letting us know could mean us cancelling your **policy** from its start date, adding to **your premium** or rejecting / not paying a claim in full.

Your policy doesn't cover any non-standard parts (modifications). If you make a claim for loss or damage to your car, we'll only pay for replacing original parts in the manufacturer spec.

Make sure you get in touch to talk about any update you need to make to your insurance, other than things you can handle yourself in the Ticker app. It's always best to chat to us in the app or at ticker.co.uk to and check.

When you renew your policy, it's your responsibility to tell us about any changes or incidents. You'll need to tell us about anything that's happened in the last 12 months including any convictions.



## **Legal statements**

This **policy** is a contract between **you** and **us**. **We**'re named on **your** current **Certificate of Motor Insurance**. Under the Contracts (Right of Third Parties) Act 1999, no other **third party** has any additional rights under this **policy**.

The information you gave to us forms part of this contract and is shown on your Statement of insurance. You enter into a contract with us when you agree to take out a policy on the terms and conditions offered and pay the premium. If you've paid, or have agreed to pay, the appropriate price, we will provide insurance under the terms set out in this policy during the period of cover.

This contract will be governed by and interpreted in accordance with English law and **you** can bring legal proceedings in respect of this product in the English courts. **We**'ll communicate in English throughout the course of this contract.

#### How to make a claim

We hope you never have to make a claim but if you do, we'll make the process as hassle-free as possible.

## What to do if you're involved in an incident

- 1. Stop.
- 2. If anyone is hurt or someone involved in the incident leaves the scene, call 999.
- 3. Don't admit blame or offer to pay for damage because it could affect a claim down the line. If someone else admits blame, make sure to tell **us**.
- 4. When **you**'re sure everyone's safe, get the name, address, phone number and car make, model, reg from any other drivers and give them **your** details. If there are any witnesses, get their details, too.
- 5. Tap the button on **your** Ticker app that says 'Had a crash' that'll get **you** straight through to **our** 24/7 claims line without **you** having to find the number. That's **0330 053 3727** if **you**'d like to add it to **your** contacts instead. If **you**'re outside the UK, call **+44330 053 3727**. **You** must tell **us** about any incident even if **you** don't want to make a claim.
- 6. If the police come to the scene, ask for a crime reference number.

## Theft, loss or criminal damage

If **your car** is stolen or damaged as a result of crime, or if anything inside is stolen, report it to the police and get a crime reference number.

Call **us** as soon as possible, and definitely within 24 hours. It helps **you**, because the details are fresh in **your** mind, and it helps **us** make sure any claim goes smoothly.

## Windscreen and windows claims

Windscreen damage is included in **your** cover. The windscreen claim number is **0330 053 3727**. **We**'re here to help with any claim 24/7, 365 days a year.

In the event of a claim, we will ask you to use one of our nominated repairers.

## Features of our nominated repairers

- The repairs will be guaranteed for five years
- You don't need to get any estimates so the repairs can begin as soon as we have authorised them
- The repairer can arrange to collect and return your car
- We'll pay the bill. All you need to do is pay your agreed excess to the repairer before the car is delivered back to you
- You'll get a courtesy car while your car is being repaired (see 'About the courtesy car service' for conditions)
- If you use a different repairer, an additional £500 excess will be applied

Our nominated repairer may need to use parts or accessories that aren't made by the manufacturer of your car.

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## About the courtesy car service

- You won't be eligible for a courtesy car if your car is stolen or considered to be a total loss (write-off)
- The courtesy car service is only available if you use our nominated repairer
- The courtesy car will be provided by **our nominated repairer**
- The service is only available while your car is being repaired
- The courtesy car will usually be a group A vehicle around the size of a Ford KA
- If your car is electric, we cannot guarantee you will be provided with an electric courtesy car.
- The courtesy car will be automatically insured, at no additional cost, under this **policy**
- This cover is subject to **our** terms and conditions and normal **policy** terms will apply
- You'll be responsible for the courtesy vehicle and for any charges or fines incurred during the time you use it, including fuel costs, parking fines, motoring offences, fixed penalties and any congestion or toll charges
- Courtesy car subject to availability

## Choosing another repairer

You can take your car to a repairer of your choice but it means you won't get the benefits available with our nominated repairer. You'll also need to send us a repair estimate to approve before the work can start, which may delay your claim and repairs to your car. If you use a different repairer, an additional £500 excess will be applied.

## When you're claiming with this policy

**You** (and anyone else covered by the **policy**) must not admit fault or offer promises, payment or compensation unless **we**'ve agreed it in writing.

When managing a claim, we'll instruct the solicitors of our choice to act for you in any legal proceedings. If we feel it's appropriate, we can accept liability for the costs covered under this policy, on behalf of you or anyone else protected by it. We can do this before or after legal proceedings start.

## Information about your contract of insurance

Your contract is with us, the insurer named on your Certificate of Motor Insurance and your policy schedule, for providing your insurance. We'll charge you a premium for this. Our terms and conditions are set out in this document.

It's really important to **us** that **you** understand **your** insurance and feel happy with what **you**'ve bought. A big part of that is going through **your policy documents** carefully.

### Four documents make up your policy:

- 1. This **Policy wording**, which explains how **we** manage **your** insurance and tells **you** what **you**'re covered for.
- 2. Your Statement of insurance shows all the information you gave us, which we used to work out your premium and cover.
- 3. Your Policy schedule contains details about you, your car and the cover provided. It also shows you which sections, excesses and endorsements apply to you.
- 4. Your Certificate of Motor Insurance gives details of who can drive your car, what it can be used for and the period of cover.

All these **documents** are in **your** app and need a careful read. It's particularly important that **you** check **your Statement of insurance** to make sure **you** have the right level of cover for what **you** need and all **your** details are right.

We may ask for more information and documents from you as part of our policy validation (see general condition 9). We'll give you plenty of notice if we need anything.

## Your legal obligations

It's an offence under the Road Traffic Act to make a false statement or to withhold information in order to get motor insurance.

Under the Consumer Insurance (Disclosure and Representation) Act 2012, when **you** apply for insurance **you** have a duty to take reasonable care to answer all questions as fully and as accurately as possible.

If **you** don't take reasonable care to answer all questions fully and accurately or if **you** deliberately make a false statement, there could be serious consequences.

For example: under some circumstances, **we**'re entitled to treat **your** insurance as invalid, which affects everyone on the **policy**. This could also mean that some or all of a claim may not be paid and **you** may have to make a payment to a **third party** (like another driver or person involved in an incident) that's not covered by this insurance.

If the details on **your documents** are wrong, **you** can tap to chat, call or email in **your** Ticker app or start a web chat at <u>ticker.co.uk</u>. **You** can make some changes **your**self in the app, like updating **your** mileage.

## Guide to your cover

This table is an overview of your cover but make sure you check the section you need for the full details.

Policy features and benefits Policy cover

Sections		Comprehensive
1	Damage to <b>your car</b>	✓
2	Damage or loss by fire or theft	✓
3	Legal responsibility	✓
4	Personal accident cover	✓
5	Using <b>your car</b> at home or abroad	✓
6	Medical expenses	✓
7	Personal belongings cover	✓
8	Windscreen cover	✓
9	No Claims Discount (NCD)	✓
10	Uninsured driver cover	✓

**Your insurance policy** 

## **Definitions**

Words in bold (apart from in the headings), have specific meanings, which we'll define on this page.

- Where a word is singular, it also refers to the plural and the other way around
- References to 'a person' includes any individual, company, partnership or other legal entity
- References to a statute, regulation or trade terms of contract include all its amendments or replacements
- Any headings are just to help **you** find what **you** need in the **policy** wording so they're not part of the legal contract
- **We** try not to use gendered terms but where something is gendered, it applies to all genders

Accessories	Parts or products (including spare parts) made specifically for <b>your car</b> , including electric car charging cables and wall boxes.
Вох	The Ticker <b>box</b> is a small, round telematics <b>device</b> that <b>you</b> stick to <b>your</b> windscreen. It sends <b>us</b> driving data via <b>your</b> phone.
Certificate of Motor Insurance	Proof that <b>you</b> have motor insurance, as required by law.
Device	The Ticker <b>device</b> is a small <b>device</b> that <b>you</b> install in <b>your</b> vehicle <b>yourself</b> . It collects driving data and sends feedback to <b>your</b> Ticker app.
Endorsements	A clause that changes the terms of the <b>policy</b> . <b>Your Policy Schedule</b> will show any <b>endorsements</b> if <b>you</b> have any.
Excess	The amount <b>you</b> pay towards a claim. If the claim is deemed non-fault, <b>you</b> may not have to pay <b>your excess</b> .
	Compulsory excess: the amount we set for you to pay towards a claim.
	Voluntary excess: the amount you choose to add to the compulsory excess.
	If <b>you</b> make a claim, <b>you</b> 'll have to pay both of these <b>excess</b> es. Choosing a voluntary <b>excess</b> can make <b>your</b> insurance cheaper upfront, but don't choose one <b>you</b> couldn't pay if <b>you</b> had a crash. Young and inexperienced driver <b>excess</b> : this <b>policy</b> has a different compulsory <b>excess</b> depending on age.
	Total excess: this is the full amount you'll pay out towards a claim with this policy, adding up your compulsory excess, young and inexperienced excess and voluntary excess. Check your schedule for the excesses that apply to your policy.
	Windscreen excess: this is a separate, smaller excess on claims for damage to glass windows or your windscreen. You won't pay your compulsory or voluntary excess here, just the windscreen excess. See section 8 for more details.
Fees	The Fees section shows the amounts due under either <b>your insurance</b> , Ticker <b>device</b> contract or administration services contract.
Hazardous goods	Goods or substances directly or indirectly caused by or contributed to, by, or arising from the car carrying any hazardous goods referred to in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR). Examples include: explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which, in contact with water, emit flammable gases, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material and corrosive substances.

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Hazardous locations	These include: power stations, nuclear installations or establishments, airports and dockside, refineries, bulk storage or production premises in the oil, gas or chemical industries, bulk storage or production premises in the explosive, ammunition or pyrotechnic industries, Ministry of Defence premises and military bases – other than in any area designated for access or parking by the general public.
Keys	The <b>keys</b> , lock transmitters or other devices that unlock or start <b>your car</b> .
Market value	Market value means how much it would cost to replace your car (in the UK) with the same make, model, age and condition, at the time the loss or damage happened. This may not necessarily be the value you estimated for the car when you bought your insurance. We may use publications like Glass's Guide to assess the market value, and we'll take mileage and condition into account.
Nominated repairer	A repairer or garage from <b>our</b> approved network who'll repair <b>your car</b> after a claim.
Partner	<b>Your</b> husband, wife, civil <b>partner</b> or a person who lives with <b>you</b> permanently at the same address, sharing financial responsibilities as if <b>you</b> were married to them.
Period of cover	The time you're insured for, shown on your Certificate of Motor Insurance.
Policy	This policy document, your Certificate of Motor Insurance, your Policy schedule and any endorsements, and your Statement of insurance, which describe the contract between you and us.
Policy schedule	This document is part of <b>your policy</b> and shows details of <b>you</b> , <b>your car</b> , excesses, any <b>endorsements</b> and <b>your</b> insurance premium.
Premium	The amount of money charged for insurance cover including commission but excluding Insurance <b>Premium</b> Tax (IPT), <b>fees</b> and any extra cover <b>you</b> add to <b>your policy</b> , like breakdown cover.
Premium finance partner	Our premium finance partner is Close Brothers. If you choose to pay by installments, your credit agreement is with them.
Road traffic act/s	Any acts (including the <b>Road Traffic Act</b> 1991), laws or regulations, as amended, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
Statement of insurance	The document recording the information <b>you</b> 've provided at the start and renewal of <b>your policy</b> . If <b>you</b> think anything on <b>your</b> statement is wrong, let <b>us</b> know right away.
Third party	Usually another person involved in an incident, accident or claim, but it can mean any person who isn't part of this contract between <b>you</b> and <b>us</b> .
Trailer	A <b>trailer</b> , semi- <b>trailer</b> or container used for carrying goods that can't be driven itself.
Total loss	If your car can't be safely repaired or the cost of repair is deemed to be uneconomical, your car will be declared a total loss. This is usually known as a 'write-off'.
You/your	The <b>policy</b> holder named on the <b>Certificate of Motor Insurance</b> .
Your car	Any private motor vehicle insured with this <b>policy</b> , owned (or leased) by <b>you</b> , <b>your partner</b> or parent. This will be included in <b>your Certificate of Motor Insurance</b> and <b>Policy Schedule</b> .
We/us/our	Means the insurer underwriting this <b>policy</b> ; Accredited Insurance (Europe) Limited - UK Branch. <b>We</b> may also refer to Carpenters Insurance Services Limited when they handle claims on <b>our</b> behalf and Ticker who arrange and manage this insurance <b>policy</b> on <b>our</b> behalf.

## Section 1

## Damage to your car

You're covered for accident, vandalism and malicious damage.

If your car is damaged or lost because of an accident, vandalism or malicious damage, there are three ways your policy can help you get back on the road again.

We will at our option do one of the following:

- Pay for any necessary repairs
- Replace your car
- Pay the market value of your car immediately before the loss

Accessories are also covered while they're in, or on, your car, or in your private garage.

## Section 2

## Damage or loss caused by fire or theft

You're covered for fire, theft, attempted theft to your car.

If your car is damaged or lost because of fire, theft or attempted theft, there are three ways your policy can help you get back on the road again.

We will at our option do one of the following:

- Pay for any necessary repairs
- Replace your car
- Pay the market value of your car immediately before the loss

Accessories are also covered while they're in, or on, your car, or in your private garage.

## What isn't covered under sections 1 and 2

## You're not covered for:

- The excesses shown on your Policy schedule you'll pay these if you make a claim
- Loss of use of your car
- Wear and tear, deterioration, depreciation, or any loss or damage that happens gradually
- Failures, breakdowns or breakage of mechanical, electrical, electronic or computer equipment
- Damage to tyres caused by braking, punctures, cuts or bursts
- Loss of value following repair
- Theft of or damage if the keys that unlock or start your car were left in or on it, or unattended with the engine running
- Replacement of locks, if the keys that unlock or start your car were left in or on it, or unattended with the engine running
- Loss or damage if you allow someone fraudulently claiming to be a buyer or agent to take your car
- Your car being repossessed by its rightful owner or having to pay compensation to the owner
- Any amount greater than the manufacturer's last list price for replacing any part or **accessories** lost or damaged
- Repairs or replacements unrelated to your claim that improve the condition of your car
- Loss or damage as a result of **your car** being driven or used without **your** permission by a member of **your** family or household, unless it's reported to the police and **you** send **us** the crime reference number
- Loss or damage caused by an inappropriate type or grade of fuel being used
- Loss or damage as a result of malicious damage or vandalism, where the police refuse to issue a crime reference number (but having a crime reference number doesn't guarantee we'll settle your claim)
- Any additional damage resulting from your car being moved by anyone insured under your policy after an accident, fire or theft
- Loss or damage resulting from the legal confiscation of your car by HM Revenue and Customs, the police, a local authority or any other government authority

These exclusions are in addition to those listed in the general exceptions section.

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## How your claims are settled for sections 1 and 2

How we'll deal with your claim for accident, vandalism, malicious damage, fire or attempted theft

If your car can't be driven after a crash, we'll get you and your passengers home or to your destination.

If your car is damaged, we'll pay the reasonable cost of protecting your car and taking it to the nearest suitable nominated repairer, repairer of your choice or storage. Where appropriate, we'll also pay the reasonable cost of returning it after repair to the address on your Policy schedule.

### Damage to your car by a member of the motor trade

**You** don't have to pay any **excess**/es if loss or damage happens when **your car** is with a member of the motor trade for general servicing, maintenance or repairs that aren't to do with a claim.

#### Repairs and replacement parts

Once we have your claim details and the loss or damage is covered and agreed, we'll arrange the repairs to your car. We may use parts or accessories that aren't made or supplied by your car manufacturer.

#### Audio visual equipment

**We**'ll pay for loss of or damage to television, audio, DVD, phone, games console, sat nav if it's a permanent fixture of **your car**. This cover is unlimited if the equipment was fitted by the manufacturer and was part of the specification of **your car** when first registered.

We'll settle a claim for audio visual equipment by repairing it, replacing it with something similar or giving you a cash payment.

If the equipment wasn't originally part of the car, the most we'll pay is £300 for audio visual equipment and £250 for electronic navigation.

#### Child seats

If you have a child's car seat or booster seat fitted in your car and you make a claim under sections 1 or 2 of this policy, we'll pay for the cost of a replacement even if it doesn't look damaged. This will be a similar make and model, up to the value of £150 per incident.

#### Travel and accommodation expenses

We'll pay up to £100 for each person (up to a maximum of £300) if you can't continue your journey because of loss or damage to your car under sections 1 or 2 of this policy.

#### You can use this for:

- The cost of reaching your destination for people travelling in your car
- One night's hotel accommodation for people travelling in your car on the day of the accident or loss, if you have to make an
  unplanned overnight stop

## Replacement of locks and stolen or lost keys

If **your keys** are lost from somewhere other than **your car**, **we**'ll pay up to £500 towards the cost of replacing the locks or up to £1,000 if the **keys** were stolen.

## Here's what's covered:

- The door locks and/or boot lock
- The ignition/steering lock
- The lock transmitter and central locking interface.

You're not covered for stolen keys if they're left in the car unattended.

#### Costs you may have to pay

• If we accept your claim and then find your details or circumstances have changed since you took your policy out, you may have to pay any additional costs (check the general conditions section for more details)

If your claim is total loss (write-off) and you pay by instalments, we may take all outstanding payments from the claims settlement or ask you to pay the outstanding amount (see cancellations section for more details)

- If we don't accept your claim, you may have to pay any costs already incurred, including (but not limited to) engineers' fees, car recovery and storage charges
- The VAT element of any claim, if you're registered for VAT

#### If we can't repair your car

If your car can't be repaired or the cost of repairs will be far more than the value of your car, we'll declare it a total loss (write-off).

We may put the car in storage until your claim is settled and we're entitled to decide what happens to it after the claim is settled.

If your claim is settled as a **total loss** (write-off) and **you** pay by instalments, **we** may take all outstanding payments from the claims settlement or ask **you** to pay the outstanding amount (see the cancellations section for more details)

If your car is declared a total loss and you've already paid the premium in full, you won't get a refund even if the policy is later cancelled. This may not apply if we recover all losses from a third party. In this case, we'll pass that refund on to you.

If your claim is a total loss and you don't replace your car within 30 days of getting the settlement payment, we'll cancel your policy. All the information above about instalments and refunds will still apply.

## New car replacement

If your car is less than one year old and you're the first and only registered owner, we'll replace it with one of the same make and model if:

- It's been stolen and not recovered or;
- It's suffered damage covered by the **policy** and **we** estimate that the cost of repairing it will be more than 60% of the current UK list price (including taxes)

We can only do this if a replacement car is in current production, available in the UK and agreed to by anyone else on the policy.

If a suitable replacement car isn't available, we'll:

- Pay **you** the price **you** paid for **your car** (including any optional extras fitted by the manufacturer when new), including taxes at the time of loss or;
- Pay you the manufacturer's latest list price (including taxes)

We'll pay whichever is less of the above and deduct any excess that apply.

If **we** settle a claim under this clause, the lost or damaged car becomes **our** property and **you** must send **us** the registration document.

Please note that 'nearly new' and ex-demonstration cars don't qualify for replacement under this section.

#### Ownership

If your claim is settled as a total loss and your car belongs to someone else, or you've bought your car by hire purchase contract, we'll give any payment to that person or company first, and then pay any remaining money to you. If your car is on lease or contract hire, we'll pay the company either the market value of the car or the amount needed to settle the contract, whichever is less. If your car is electric, your battery is leased and your claim is settled as a total loss, we'll give any payment to that person or company.

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## Section 3

## Legal responsibility to others

#### What's covered

After any incident involving your car, we'll pay all sums you're legally responsible for:

- Following death or injury to other people
- Up to £20,000,000 for damage to someone else's property, plus up to £5,000,000 for legal costs and expenses

This cover also applies to accidents involving a **trailer**, caravan or broken-down vehicle being towed (as long as **your** driving licence allows **you** do so).

#### Other people who are covered

Your policy also covers the following people if they cause any loss or injury to a third party:

- Anyone named as a driver on your Certificate of Motor Insurance, as long as they have your permission to drive. They must
  have a valid driving licence and not be disqualified from driving or breaking the conditions of their driving licence or any
  relevant law.
- Anyone using (but not driving) your car, with your permission.
- Anyone getting into, or out of, your car.
- The legal representative of any person who has died, who was entitled to the cover provided by this section.

#### Legal costs

Following a claim covered by this **policy** (and if **we** agree it's in **our** interest to do so, which is entirely **our** decision), **we**'ll pay reasonable legal costs and expenses for:

- Solicitors' fees for representing anyone insured at a coroner's inquest, fatal accident inquiry or court.
- Reasonable legal services, which **we**'ll arrange, to defend a charge of manslaughter or causing death by dangerous or reckless driving
- Any other legal costs and expenses if agreed in writing beforehand. **You**'ll need to get **our** consent in writing before agreeing these sorts of legal fees and costs.

## **Emergency medical treatment**

We will pay for emergency medical treatment required under the Road Traffic Act, following an accident in your car. If this is the only payment we make, it won't affect your No Claims Discount.

## **Driving other cars**

You're only covered to drive other vehicles if your Certificate of Motor Insurance says so.

In that case, you're covered to drive another privately-owned car, as long as:

- The car isn't a hire, courtesy or rental car
- The car is isn't owned by you or your partner
- The car isn't under a hire purchase or lease agreement for you or your partner
- The car hasn't been lent to you by your employer or business partner
- The owner has given you permission to drive the car
- There's a valid insurance **policy** in force for the car **you**'re using
- You're not covered by any other insurance policy to drive it
- You hold a valid driving licence and aren't disqualified or breaking the conditions of your driving licence or any relevant law
- The car hasn't been seized or confiscated by or on behalf of any government or public authority
- You still have your car and it hasn't been stolen, damaged beyond repair, or declared a total loss (write-off)
- The car is registered in Great Britain or Northern Ireland
- You're not test-driving the car
- You're driving in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

This section provides third-party cover only, so any loss or damage to the car you're driving isn't included.

### What's not covered under Section 3

- Anyone who has any other insurance covering the same liability
- Death or injury to anyone while they're working with, or for, the driver of the car except as required by the Road Traffic Act



- Any damage to personal property owned by the person driving your car or goods held in trust at the time of the incident
- Any death, injury, illness, damage or loss arising from a deliberate act by **you** or any driver insured to drive **your car**, except as required under the **Road Traffic Act**
- Loss of, or damage to, any **trailer**, caravan or car (or their contents) while being towed by or attached to any car covered by this section
- Loss or damage to property of more than £20,000,000 for any one incident or series of incidents and legal costs and expenses over £5,000,000
- Anything excluded by the general exceptions listed later in this document

However, if **we** pay any claim in line these acts, **we**'ll be entitled to require that **you**, or the person who made the claim, repay any money owed to **us**.

## Section 4

#### Personal accident

If you or your partner are accidentally injured while travelling in or getting in/out of your car and the injury is the sole cause of:

- Death
- Permanent loss of sight in one or both eyes
- Total physical loss of a limb at or above the ankle or wrist

We will pay the injured person or their legal representative up to £5,000 when the death or disablement happens within 90 days of the incident.

#### What's not covered under section 4

- Death or injury resulting from suicide or attempted suicide
- Death or injury to anyone not wearing a seat belt as required by law
- Death or injury because the driver was unfit to drive due to alcohol, drugs or other substances, whether prescribed or otherwise
- Death or injury of any person over 75 years of age
- · Any disablement, whether temporary, permanent, partial or total, except those listed above
- Injury caused by a pre-existing disease or physical weakness
- Anything excluded by the general exceptions listed later in this document

## Section 5

#### Medical expenses

If you, or anyone in your car, is injured in an accident, we'll pay medical expenses up £200 for each injured person.

## Section 6

## Using your car at home and abroad

**Your policy** covers **your** car for use in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. It includes travel by sea, air or land within and between these places.

#### Compulsory minimum cover outside the UK

This **policy** provides the minimum cover required to allow **you** (or any named driver on the **Certificate of Motor Insurance**) to drive or use **your** car in any country in the European Union (EU).

This also applies to any other country that agrees to follow EU directives on motor insurance and is approved by the Commission of the European Union.

## What's covered

As long as **your** trip is for pleasure and not commuting or business, **you**'re automatically covered for trips of up to 30 days in a **policy** year in:

- Any country that's a member of the EU
- Iceland, Norway, Switzerland, Liechtenstein and Andorra



The level of cover **you** have is on **your Policy schedule**. This cover only applies if **your** permanent home is in the UK and **your** visit to these countries is temporary.

If your trip will be more than 30 days, only the minimum cover required by the relevant law will apply after that point. Full cover applies while your car is being transported by air, sea or rail between any of these countries, including loading and unloading, subject to the limitations above. This policy only covers events in countries listed in this section.

#### What's not covered

Driving abroad for business or any other reason other than social, domestic or pleasure.

## How your claims are settled

We'll settle claims in the same way described in sections 1 and 2. If we have to pay for your car to be delivered to you after repairs, we'll only do so while you're in the country where the loss or damage occurred. We won't pay for your car to be delivered to your permanent address in the UK.

### What to take if you drive aboard:

Have a copy of **your Certificate of Motor Insurance** and this **policy** wording with **you**. **You** don't need a green card to travel in the EU and the countries listed above

## Section 7

## Personal belongings

#### What's covered

We'll pay up to £300 for any one claim for personal belongings in **your car**, to **you** or the owner of the items, if they're lost or damaged due to accident, fire, theft or attempted theft.

#### What's not covered

- Money, stamps, jewellery, watches, tickets, credit or debit cards, vouchers, documents or securities (such as share and premium bond certificates)
- Laptops, mobile phones, tablet computers or electronic navigational equipment
- Goods, samples or tools carried in connection with any trade or business
- Property insured under any other insurance policy
- Theft or attempted theft of personal belongings not kept out of sight in the glove box or locked within a compartment
- Theft or attempted theft if the car was left unlocked while unoccupied or unattended
- Theft or attempted theft if the car's windows, sunroof or roof were left open while unoccupied and unattended
- · Anything excluded by the general exceptions listed later in this document

We may require documentary evidence to confirm your claim and/or may ask to see the damaged item.

Wear and tear or depreciation will be considered and deducted from the original cost of the item.

## Section 8

## Windscreen damage

#### What's covered

We'll pay to replace or repair broken glass in the windscreen or windows of your car and repair any scratching to the bodywork caused by the broken glass. Your policy also covers windscreen recalibration as well as repair or replacement.

Making a claim under this section won't affect **your** No Claims Discount, as long as **you**'re not also claiming for any other loss or damage to **your car**.

**Our nominated repairer** may need to use parts or **accessories** that aren't made by the manufacturer of **your** car. These may be recycled parts of a similar kind and quality to what needs replacing.

## What's not covered under section 8

• Any other glass parts of your car (where the roof glass is a separate unit to the windscreen), including sunroofs, panoramic roofs



or panoramic sunroofs are covered under section 1

- Replacement of the hood/roof structure of a convertible or cabriolet
- Any windscreens or windows not made of glass
- A repair or replacement cost that's more than the market value of your car at the time of loss (minus any excess)

Additional charges or limited cover may apply if **you** don't use **our nominated repairer**.

You'll pay an excess for windscreen, windows and glass repairs or replacement – check your Policy schedule and Certificate of Motor Insurance for more details

## Section 9

## No Claims Discount (NCD) and protection

If you don't make a claim under your policy during the period of cover, when you renew the policy, you'll get a discount included in the price you pay. There is a maximum on the number of years No Claims Discount that can be earned.

You can't transfer your No Claims Discount to someone else or use it on more than one car at the same time.

If you do make a non-recoverable claim (for example, a claim where we couldn't recover the loss), your level of No Claims Discount will be reduced at your next renewal.

If you're eligible, you can choose to pay an additional **premium** at the start or renewal of your policy, to protect or guarantee your No Claims Discount. A protected No Claims Discount lets you to make two claims before your entitlement is reduced.

#### Here's how that works:

Number of	Without NCD protection		With NCD protection			
years' NCD declared	1 claim	2 claims	3 claims	1 claim	2 claims	3 claims
1 year	0 NCD	0 NCD	0 NCD			
2 years	0 NCD	0 NCD	0 NCD		is Discount Protect e on less than 4 yea	
3 years	1 year	0 NCD	0 NCD			
4 years	2 years	0 NCD	0 NCD	4 years	4 years	2 years
5 years or more	3 years	1 year	0 NCD	5 years or more	5 years or more	3 years

If you've chosen to protect your No Claims Discount, this will be shown on your Policy schedule. Please note: this doesn't guarantee your premium will remain the same.

## Average No Claims Discount you'll earn:

Number of years of No Claims Discount	Average NCD
1 year's NCD	30%
2 years' NCD	40%
3 years' NCD	45%
4 years' NCD	47%
5 years' or more NCD	50%



#### At renewal

If a claim is still outstanding at the renewal date, **we** will issue a renewal offer with the No Claims Discount reduced. Once the claim has been settled in **your** favour and all outstanding money repaid, and as long as it's not a non-recoverable claim, **we**'ll restore **your** No Claims Discount and refund any extra **premium you** may have paid.

Even with your No Claims Discount restored, your premium may still increase following a claim.

## Section 10

## Uninsured driver cover

If you're involved in an accident that isn't your fault and the driver of the vehicle that hits you doesn't have motor insurance:

- You won't lose your No Claims Discount
- You won't have to pay any excess/es

If it's safe for **you**, try to get the make, model and registration of the vehicle that caused the damage. If **you** know the driver's name and address, even better.

When you make a claim, you may initially have to pay your excess/es. If investigations are still going on when your renewal is due, you may lose your No Claims Discount temporarily, as explained above. Once we have confirmed the accident was the fault of an identified uninsured driver, we will refund your excess, restore your No Claims Discount and refund any extra premium you've paid.

## **General exceptions**

Your policy doesn't cover the following (these apply to all sections):

#### 1. Unapproved use of your car

You're not covered for any injury, loss, damage or liability that takes place while your car is being:

- Used for racing or driving competitively against another driver on a public highway, or any speed trial (on a public highway or elsewhere)
- Driven by, or in the charge of, someone not shown on **your Certificate of Motor Insurance**
- Driven by someone who doesn't have a valid driving licence, or is disqualified from holding or obtaining such a licence or breaking the conditions of their driving licence and any relevant law
- Used for any purpose not allowed on your Certificate of Motor Insurance
- Driven abroad for any reason other than social, domestic or pleasure
- Used for hire or reward or for carrying passengers for profit
- Used to tow a caravan, **trailer** or any other car for payment or reward
- Used to tow more than one caravan, trailer or car at any one time
- Used to tow a trailer that is unsafe or has an insecure load
- Driven with a load or a number of passengers that is unsafe or greater than the manufacturer's specifications

The exclusion relating to **your car** being 'driven by, or in the charge of, someone not shown on **your Certificate of Motor Insurance**' does not apply (for the purposes of insurance for **you** only) if **your car** is:

- With a member of the motor trade for maintenance or repair
- Stolen or taken away without **your** permission
- Being parked by an employee of a restaurant, hotel or car parking service

## 2. Contractual liability

This policy doesn't cover any contractual liability unless the liability would have arisen anyway.

### 3. Theft claims

You're not covered for any claim for the theft of your car or personal belongings unless:

- You've reported the theft to the police within seven calendar days.
- You've given us a crime reference number and details of the police station that took the crime report. Having a crime reference number doesn't guarantee we'll settle a claim.
- Your car was fully locked and secured and any keys that unlock it were removed.



- The windows and sunroof were closed and secured if it was left unattended or unoccupied.
- Personal belongings were out of sight in the glove **box** or locked compartment.

#### 4. Alcohol and drugs

You're not covered if an accident happens while you or anyone entitled to drive under your current Certificate of Motor Insurance:

- Is found to be over the prescribed limit for alcohol in the country where the incident happens
- Is driving while unfit through alcohol, drugs or other substances, whether prescribed
- Doesn't provide a sample of breath, blood or urine when required to do so, without lawful reason

#### 5. Track days and off-road events

You're not covered for any loss, injury, damage or liability resulting from the use of your car at any event during which your car is driven:

- On a motor racing track including de-restricted toll roads such as the Nürburgring
- On a prepared course
- At any off-road event, such as a 4x4 event
- At an airfield

#### 6. Radioactivity

You're not covered for any loss or damage to property or any other direct or indirect loss, expense or liability caused or contributed to by:

- Ionising radiation or radioactive contamination from any nuclear fuel or waste
- The radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

#### 7. War

**You**'re not covered for any loss, injury, damage or liability directly or indirectly caused by war, invasion, revolution, acts by foreign enemies, hostilities (whether war has been declared or not), military or usurped power.

#### 8. Riot

**You**'re not covered for any loss, injury, damage or liability (except under Section 3) caused by, or in any way related to, riot or civil commotion if it happens outside England, Scotland, Wales, the Isle of Man or the Channel Islands.

## 9. Military or law enforcement

Your car being designed or adapted for military or law enforcement use or used for military or law enforcement purposes or as an emergency service vehicle

## 10. Terrorism

You're not covered for any loss or damage caused by the use, or threatened use, of any action, force or violence by any person or group of people whether acting alone, or on behalf of any organisation or government which is committed for political, religious, ideological or similar purposes. This includes the intention to influence government or to intimidate and/or put in fear the public, or any section of the public, and includes any incident that the government or a UK court of law would class as an act of terrorism (including under the Terrorism Act 2000).

#### 11. Use on airfields

You're not covered for any loss, injury, damage or liability while your car is in, or on, any part of an airport or airfield used:

- For take-off or landing of aircraft or the movement of aircraft on the ground
- · As aircraft parking areas, including service roads and parking areas for ground equipment

#### 12. Pollution

You're not covered for liability for death, injury, illness, damage or loss caused directly or indirectly by pollution or contamination unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected event, which happens during the **policy**.

We won't provide cover for any deliberate release of substances or as a result of leaks from your car caused by inadequate maintenance.

## 13. Deliberate acts

You're not covered for any death, injury, illness, damage or loss arising from a deliberate act by you or anyone insured to drive your car



#### 14. Confiscation

**You**'re not covered for any loss or damage resulting directly or indirectly from the confiscation, nationalisation, requisition, destruction of or damage to **your** car or any property under the order of any government, public or local authority.

#### 15. Pressure waves

**You**'re not covered for any loss or damage caused by pressure waves from aircraft or aerial devices travelling at sonic or supersonic speeds.

#### 16. Sanctions

We won't cover, provide services or pay a claim for anything that would expose **us** to sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### 17. Earthquakes

You're not covered for any loss or damage caused by earthquakes.

#### 18. Hazardous goods

You're not covered for any loss or damage directly or indirectly caused by or contributed to, by, or arising from the car carrying any hazardous goods.

#### 19. Hazardous locations

**You**'re not covered for any loss or damage directly or indirectly caused by or contributed to, by, or arising from the **car** traveling to any **hazardous locations**.

## **General conditions** (applicable to all sections)

You and anyone acting on your behalf must comply with every applicable requirement and provision of this policy. These also apply to any other person (or party) who is entitled to a benefit from this policy. It's your responsibility to make sure they're aware.

If anyone who is required to comply with provisions of this **policy** does not comply, **we** may reject a claim or reduce the amount payable for a claim if that causes any increase in **our** liability.

If **we** have paid any sums which **we** should not have been liable to pay (because of a breach of a **policy** provision), you'll have to reimburse **us**.

**We**'ll make sure this condition doesn't conflict with provisions of the Insurance Act 2015 or the Consumer Insurance (Disclosure and Representations) Act 2012.

## Making claims

If you need to make a claim under this policy:

**Your** app has a button on the dashboard that says, 'Had a crash'. This will put **you** straight through to **our** claims team so **you** don't have to search for the number.

You and any named driver can also call our claims helpline - as soon as possible and within 24 hours.

You, or any insured driver, must:

- Not admit liability for, or negotiate the settlement of, any claim unless you have our written permission.
- Not answer any writ, summons, letter, claim or other document from a **third party** relevant to **your** claim on this **policy**. Instead, send it to **us** immediately.
- Tell us immediately about any impending prosecution, inquest or fatal accident inquiry.
- Give **us** all the information and help **we** ask for, including any documentary evidence to back up **your** claim. All information **you** provide must be true and correct to the best of **your** knowledge.

## We have the right to:

• Take over and conduct the defence or settlement of any claim



• Take any legal action in **your** name over any claim

These actions may be taken in **your** name or the name of any insured person.

#### 2. Other insurance

We won't pay any claim if the loss, damage or liability is covered wholly or in part by another insurance **policy**. This condition doesn't apply to section 4, about personal accident.

#### 3. Caring for your car

You, or any person in charge of your car, must protect the car from damage or loss.

- Alarms, immobilisers and tracking devices must be on and working when your car is left unattended.
- Your car must be fully locked and secured, and any keys that unlock your car must be removed when it's left unattended or unoccupied
- You should maintain your car in an efficient and roadworthy condition and have a valid Department of Transport Test Certificate (MOT) if one is needed by law.
- If the condition of the car causes or contributes to an incident, cover won't be provided under the **policy**. **Our** responsibility will be restricted to meeting obligations as required by Road Traffic Law.
- You must give us access to examine your car and if asked send us evidence of a valid MOT and/or evidence your car was regularly maintained and kept in a good condition.
- You should take due care to ensure that any charging cables are positioned appropriately so as not to cause or risk danger to the general public.

#### 4. Non-payment of premiums

If you're paying in instalments under a loan agreement, you must make sure instalments are paid on time. If an instalment isn't received by the date it's due, we will give you at least seven days' notice of cancellation in writing to your last known address by first class post or email. The policy will end after the seven days' notice runs out.

#### 5. Car sharing

**You** can receive financial contributions from passengers as part of a car-sharing arrangement for social or similar purposes without breaking the rules about carrying passengers for hire or reward (like using it as a taxi) or the use of the car for hiring as long as:

- The car isn't constructed or adapted to carry more than seven passengers (excluding the driver)
- The passengers aren't being carried as part of a business of carrying passengers
- The total contributions **your** passengers give **you** for the journey don't amount to a profit

## 6. Keeping your policy up to date

We may be entitled to refuse the cover described in this **policy** unless **you** answered all questions truthfully to the best of **your** knowledge, when **you** applied for, amended or renewed this insurance. This includes questions about any other person covered by this insurance. **Your Policy schedule** and **Statement of insurance** show the answers **you**'ve given **us** and **you** can find these in **your** app. If any of the details are wrong, **you** must let **us** know right away.

You're responsible for keeping the details on this **policy** up to date. This includes information about the car, **you** and all the named drivers. Tell **us** if there are changes to the status of a driving licence of anyone named on **your policy**. This includes if they have passed their driving test or had their licence revoked.

At renewal, **you** must tell **us** if any of the information has changed, including any claims (whether **your** fault or not), convictions, **endorsements**, disqualifications and fixed penalties for **you** or any named drivers. **You** will need to tell **us** the DVLA or DVANI offence code if one applies.

Please also tell **us** if **you** move house, change **your** job, change **your** mileage, change **your car**, change what **you** use **your car** for or if **you** want to add other drivers. **We** also need to know if **you** intend to alter or modify **your car** from the manufacturer's standard specification, please see general condition 10.

Some changes may have an admin **fee** – see the fees section for details. Some changes to **your** circumstances can affect how **we** will assess the **policy** risk and may result in an extra **premium** being charged or in a reduction in **premium**.

#### 7. Fraud

You must not act in a fraudulent manner. If you, or anyone acting for you:



- Knowingly provides information to us that is not true
- Mislead **us** in any way, including about who is the main user of the car, in order to get insurance from **us**, obtain more favourable terms or reduce **your premium**
- Make a claim under the **policy** knowing it to be false or fraudulently exaggerated in any respect
- Submit a document in support of a **policy** or claim knowing the document to be forged or false in any respect
- Make a claim for any loss or damage caused by your wilful act or with your knowledge

Then, depending on the circumstances:

- We may be entitled to refuse to pay the claim to which the alleged fraud or falsehood relates. We may also be entitled to cancel or void the policy without refunding your premium
- All other policies **you** have entered into through **us**, to which **you** are connected (including van insurance), may be cancelled and **we** will only give **you** a pro-rata refund
- We may inform the police of the circumstances of the claim

#### 8. Victim of crime

**You** must report the circumstances of any claim **you** make as a result of **you** being a victim of crime to police within seven days of discovering the incident and fully cooperate with all resulting police enquiries and prosecution of offenders.

#### 9. Documents we may ask for

It's a condition of **your policy** that **you** supply **us** with any information or **documents** that **we** may ask to see to support the details **you** gave when **you** applied for **your policy**. **You** can send **us** a clear scan or photo of any document in a chat through the Ticker app or to <u>validations@ticker.co.uk</u>. For example: a V5C car registration certificate, driving licence (and MyLicence digital reference), a recent utility bill or a current MOT certificate.

We may give a discount on your policy dependent on the number of years of No Claims Discount (NCD) you state you have. You must provide proof of this when asked to do so. This should be in writing from your last insurer immediately prior to this policy. If you don't provide this proof, we may change your premium, costs or terms, or cancel your policy.

**Your** No Claims Discount must have been earned in the United Kingdom within the previous two years on a private car **policy**. It can't be applied to more than one car at a time.

## 10. Car modifications

This **policy** doesn't cover any non-standard parts (modifications). If **you** make a claim for loss or damage to **your car**, **we** will only pay the cost of replacing parts needed to meet the manufacturer's standard specification, including optional extras fitted by the manufacturer at the time of first registration. If **you** don't tell **us** about a modification, **we** may cancel **your policy** from its start date, apply additional **premium** or add new terms to **your policy**. If **you** make a claim **we** may reject the claim or only provide partial payment for it.

Car modifications include, but are not limited to:

- Changes to the bodywork
- Changes to suspension or brakes
- Cosmetic changes such as alloy wheels
- Anything affecting performance such as changes to the engine management system or exhaust system
- Changes to the audio/entertainment system

#### 11. Voluntary use

Social, domestic and pleasure use includes use of **your car** for voluntary purposes. No payment or income should be received other than reasonable expenses to cover running costs such as fuel.

## 12. Where you live

You'll only be provided with the cover set out in this policy if you, and any additional drivers on your policy, are permanent

## **Cancellations**

This section talks about **your** rights to cancel **your policy** and explains **ours** as well. To cancel this **policy**, the **policy**holder should start a chat with **us** in the app or call **us**.

#### Claims

We won't refund your premium at cancellation if you've had any claims where you were responsible for all or part of the incident, or you have any claims ongoing.

If this happens and **you** paid in full, **you** won't receive a refund of **your** premium. If **you**'re paying by instalments under a credit agreement, **you**'ll have to pay the balance of the credit agreement and **our** cancellation fee and applicable **fees** - see the Fees section.

If you pay by instalments, you'll also have to pay any interest and fees due under your Consumer Credit Agreement with our premium finance partner, Close Brothers.

#### Your rights to cancel this policy

Only the **policyholder** can cancel their **policy**, and it's their responsibility to let any named drivers know that they're not insured anymore. When the **policy** is cancelled, cover ends.

The **policyholder** can cancel the **policy** at any time and **we**'ll give **you** a refund of **your** premium that **we** calculate from the date **you** tell **us you**'d like the **policy** to end.

## If you cancel before the policy has started:

You'll be charged the setup fee for arranging your cover, but you'll receive a full refund of your premium and there's no cost for the Ticker device if it hasn't been sent to you.

### If you cancel within 14 days of your policy starting:

You'll receive a refund of your premium minus any days you've been insured with us. The fees for your policy setup and Ticker device are non-refundable, unless the device hasn't been sent at the time of cancellation.

## If you cancel after 14 days of your policy starting:

You'll receive a refund of your premium minus any days you've been insured with us. The fees for your policy setup and Ticker device are non-refundable, unless the device hasn't been sent at the time of cancellation. A cancellation fee will apply.

You can find the list of fees on the Fees page.

#### Our rights to cancel your policy

We can cancel **your policy** at any time but **we** have to give **you** seven days' warning. We do this with written notice to the email address **we** have for **you**, explaining why **we**'ve cancelled the **policy**. Any **fees** will still apply if **we** have to cancel **your policy**.

We can do this for, but are not limited to, one of the following reasons:

- We haven't been able to collect a payment see general condition 4 for more information
- You haven't let us have reasonable access to your car to provide the services you bought like being able to assess damage
  after a claim
- You don't cooperate with us as we manage your policy, process a claim or defend our interests.
- We're stopped from providing cover to you under law or for another reason.
- You don't send us information or documents we need to manage your policy, process a claim or defend our interests.
- You don't maintain your car (for example, having tyres below the legal limit see general condition 3) and we believe this increases your risk.
- You don't meet the rules about having the Ticker device and app, which you'll find in the Telematics terms and conditions section (for example, your mileage exceeding what you declared or you drive dangerously).



- Your car is modified beyond the standard manufacturer spec in a way we won't accept. You can find more info about that in the general exceptions.
- You're threatening, intimidating or abusive to someone who works at Ticker or with our partners.

In certain situations, we have the right to treat your policy as if it never existed, without giving you notice or refunding your premium. This will apply if we suspect you've deliberately not told us about something important – like a motoring conviction or something else that would have meant us originally refusing insurance if we'd known. We'll decline any claims you made before or during our decision if this happens.

#### Paying by instalments or direct debit

If you make a fraudulent claim, we have the right to cancel your policy without refunding your premium. We'll continue to deal with any valid claims you made before we cancelled the policy. If you (or we) cancel the policy, the instalments you've paid may not be enough to pay for the cover you've actually had. In that case, you'd have to pay the amount owed, plus any interest and fees due under your Consumer Credit Agreement to our premium finance partner, Close Brothers.

If you, or we, cancel the policy at any time, we'll also cancel any optional extras (like breakdown cover) you bought. Check the policy wording for each of these extras for the full details. If you don't pay for the insurance yourself, you must make sure the person who paid has read this section.



## **Telematics terms and conditions**

For customers with a plug-in Ticker device

## Telematics terms and conditions: your agreement with Ticker

This section is about **your** agreement with Ticker for:

- Your Ticker device, plus maintenance and other services
- Collecting data from your Ticker device to give you driving feedback in the app

These are all provided to you directly by Ticker (and not by the insurer), so 'we' or 'us' means Ticker.

- Please read these terms and conditions carefully before you take out an insurance policy through Ticker
- These terms and conditions will tell **you** who **we** are, how **we** will provide the Ticker **device** to **you**, how **you** and **we** may change or end the contract for the supply of the Ticker **device**, what to do if there is a problem and other important information
- If you think there is a mistake in these terms, please get in touch

### **About Ticker**

Ticker uses the latest telematics technology to assess **your** driving style. **We** then give **you** feedback on how **you** drive in the Ticker app.

By collecting and processing **your telematics data**, **we** can help **you** stay aware of how **you**'re driving. This information helps **us** to set the price of **your** insurance. **You** can find more details about the **telematics data** that Ticker captures, the other personal data collected and held by Ticker **about you**, how Ticker uses the data and who **Ticker** passes it to here:

- The your data section
- Our privacy policy

### Supplying the Ticker device to you

When **you** agree to take out an insurance **policy** through Ticker, **we** will email to let **you** know that **we** have arranged insurance for **you** based on the information **you** have given **us**. At that time, the contract for the supply of the Ticker **device** will also come into existence.

We will assign you a policy number and will tell you what it is when the contract is formed. It will help us if you can tell us the policy number whenever you contact us about your device.

#### The Ticker app

The Ticker app is only available on iOS and Android devices. Right after you've bought your Ticker policy, we'll email you (and any named drivers) a link to download the app. Once you have, we'll email you again with a login link for the app – no password required.

If you don't download the app and log in within 24 hours of your policy starting, we may cancel your insurance. This applies to your named drivers too. If you want to know more about how cancellation works, see the Cancellations section of your policy. Once installed, you (and any named drivers) must not remove the Ticker app from your phone while your policy is in force, unless you need to replace your phone. In that case, you need to download and log into the app on the new phone within 24 hours.

It's a condition of **your policy** that **you** use the Ticker **device** and app because they're a big part of how **your** insurance works. By buying the **policy**, **you** agree to never remove the **device** from the insured car – unless **you've** sold the car.

## Your Ticker device

We'll collect the amount you pay for your Ticker device under the terms of this contract at the same time as the premium due for your policy. The amount you pay for the Ticker device can be found in the Fees section. There are no postage or delivery costs.

We will deliver the Ticker device to you as soon as reasonably possible. The device is packaged in such a way that it will fit through your letterbox. It's your responsibility to make sure you're able to receive the device. You own the device once we have sent it to you. The device will be your responsibility from the time we deliver it to the address you gave us. We cannot be held responsible for delays outside of our control.

The device is easy to set up and we'll provide instructions when it arrives with you.

You need to set up your device within seven days of your policy starting. If you don't, we may cancel your policy. You can check the details of our rights to cancel in the Cancellation section of your policy.

If you're the policyholder but you don't own the car, you're responsible for making sure anyone who has a legal interest in the car



agrees before you set up the device.

#### Dealing with faults and replacements

If we think your Ticker device has a defect while you're insured, we'll send you another one for free. If you think something's wrong, start a chat with us in your Ticker app and we'll investigate. If it needs repairing or replacing because of a defect, we'll cover any cost – unless the fault or damage is caused by you or someone you've allowed access to your car (like a mechanic) or anyone other than Ticker or a Ticker representative.

If you tamper or interfere with the Ticker device (including deliberately preventing it from working), we may:

- Charge you the amount in the Ticker device costs part of the Fees section.
- Inform the insurer, which may mean your policy is cancelled

If **the car** is deemed a **total loss** after a claim or the Ticker **device** is damaged in an incident involving a claim under **your policy**, **we** won't charge **you** for a new **Ticker device**.

While you're insured, we may replace the device with an alternative that has the same functionality or better. This will only happen if we make a technical change or improvement to the device. In such a scenario, you will not be charged for the new device.

#### Tampering

The Ticker **device** and app both have anti-tampering technology built in, so **we** know if a **device** has been removed or an app deleted or tampered with. If **we** do think that's happened, **we**'ll investigate. If **we** have to, **we**'ll ask **you** for a photo of **your** odometer reading to compare with MOT records.

If we conclude that you have tampered or interfered with the Ticker device (including deliberately preventing it from working), we may charge you the amount in the Ticker device costs part of the Fees section or cancel your policy.

After a crash, we'll investigate if there's no driving data for the time the incident happened. If we think the device or app has been tampered with, misused or was not in the vehicle at the time of the accident, you may be charged an additional excess of £500 on top of your standard policy excess.

## Accuracy of policy details

We'll use the data from your Ticker device to check the information you gave us in your proposal is right. That includes your annual mileage, where your car is kept overnight and the type of driving you're doing. If we think something's wrong or you need to update your details, we'll let you know, but it's your responsibility to make sure your details are correct and up to date.

If we detect serious issues with the information you gave us, we'll get in touch to talk about it but we may void (treat it as if it never existed) or cancel the policy.

#### Declared mileage

If your driving data shows that you're likely to go over your declared mileage for the year, we'll let you know. You'll need to update your policy with a higher declared mileage (estimating how much you'll drive over the rest of the policy) in the app, which may increase your premium. You can pay any extra in the app, too.

If you don't update your declared mileage when we've asked you to, we'll contact you to talk about it but we may cancel your policy. Check our rights to cancel the policy in the cancellation section.

#### Crash detection

If the Ticker **device** detects a crash, **we**'ll try to get hold of **you** on the mobile number **we** have for **you**. This is just to check **you**'re OK and help **you** with a claim to get **you** back on the road. If **we** can't reach **you**, **we** may call the emergency services.

For any kind of incident, remember to hit that 'Had a crash' button on the dashboard on **your** app or call **us** to report the incident on the number at the front of the book. **We**'ll also use the telematics data from the **device** to help the assessment of liability for a claim.

## Changing your car

This insurance is only for the car detailed in **your Policy schedule** document. If **you** change **your car**, **you** need to tell **us** immediately.



If you change your car, you'll need to move your Ticker device into your new car within 24 hours. If we need to send you a new device, you must move it to your new car within seven days of changing the car. For a new device, we'll charge you a fee, which you can find in the Fees section. If you don't move your device in the time we've said, we may cancel your policy. Check the Cancellation section for more info.

#### Replacing a Ticker device

If you lose your Ticker device, we'll charge a fee for a new device, which you can find in the Fees section.

#### Your data

Your device collects data on how the car is being driven and sends feedback to your app.

**Your** driving feedback reflects how safely **you**'re driving - things like **your** speed, acceleration, braking and cornering. **We**'ll update **your** driving stats once a week in the Ticker app. Gold is the best and dark red indicates high-risk driving.

You can find more detail about how we use your data in our privacy policy.

## **Excessive speeding**

If you (or a named driver) persistently or excessively disobey the speed limit, we may cancel your policy. As a broad guide, excessive speeding means that if you were caught by a speed camera or the police, you'd receive a driving conviction or fine. You can check our rights to cancel in the cancellation section.

If **you** think **we** have an instance of excessive speeding wrong, **we**'re very happy to review the data. If **we** find that **we** made a mistake, **we**'ll remove the event from **your policy**.

#### Unacceptable driving behaviour

You'll see how you (and your named drivers) are driving in the Ticker app. If we see dangerous driving behaviour, we'll let you know on the app dashboard. After that, if we don't see an improvement in the driving, we may cancel your policy. Check our rights to cancel in the Cancellation section.

If you have any questions about your driving, start a chat with us in the app or tap to call or email.

## If the policy is cancelled or it lapses

If you (or we) cancel your policy or it lapses at renewal, your device will stop collecting driving data within seven days of the policy ending. You can uninstall the Ticker app.

## Changing your mind

For most products bought online **you** have a legal right to change **your** mind within 14 days and receive a refund. In the case of the Ticker **device**, **you** have 14 days from the start of **your policy**. **We** may reduce **your** refund of the price (excluding delivery costs) to reflect any reduction in the value of the Ticker **device**, if this has been caused by **your** handling it in a way which would not be permitted in a shop.

We will process your refund within 14 days after we receive the returned Ticker device from you. As noted elsewhere in this contract, the provision of your insurance under the policy requires you to have a Ticker device installed in your car. As such, if you change your mind about the Ticker device, the insurer will also cancel your policy.

#### **Ending the contract with Ticker**

The contract for the provision of the Ticker **device** is separate from the contract under which **you** purchased **your policy** – it is known as an ancillary contract. As such, if **you** decide to end the contract for the supply of **your** Ticker **device**, **your policy** will also terminate.

You may terminate the contract for your Ticker device:

- If, within 30 days after receiving it, **you** notice that the Ticker **device** is faulty or misdescribed though please contact **us** in the first instance, as **we** can send **you** out a new Ticker **device** if this occurs
- We have told you about an upcoming change to the Ticker device or this contract which you do not agree to
- We have told you about an error in the price or description of the Ticker device and you do not wish to proceed
- You have a legal right to end the contract because of something we have done wrong
- Or **you** change **your** mind



#### Returning the Ticker device

If you end the contract for any reason after the Ticker device has been posted to you, or after you received it, you must return it to us by post. If you are exercising your right to change your mind you must send off the Ticker device within 14 days of telling us, you wish to end the contract.

We will only pay the costs of return only if:

- The Ticker device was faulty or misdescribed;
- If you are ending the contract because we have told you of an upcoming change to the Ticker device or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

#### Your legal rights

We are under a legal duty to supply products that are in conformity with this contract. See below for a summary of your key legal rights in relation to the Ticker device. Nothing in these terms will affect your legal rights. The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of the Ticker device your legal rights entitle you to the following:

- Up to 30 days: if the Ticker device is faulty, then you can get a new device or full refund if canceling your insurance contract
- Up to six months: if the Ticker device can't be repaired or replaced, then we will send a new device
- Up to six years: If the Ticker **device** does not last a reasonable length of time **you** may be entitled to some money back, though the expected lifespan of a Ticker **device** is at least one year

#### Our responsibility for loss or damage suffered by you

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Ticker device. We are not liable for business losses. We only supply Ticker devices for domestic and private use. If you use your Ticker device for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## Other important legal terms

We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the contract within 21 days of us telling you about it and we will refund you any payments you have made in advance.

You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

- Nobody else has any rights under this contract.
- Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

This is the end of **your** agreement with Ticker about telematics terms.



#### Fees

The **fees** shown below are for **our** services only. Each fee must be paid when the transaction is made and is non-refundable. If **you** pay by instalments, additional **fees** will also apply. Check **your** Consumer Credit Agreement with Close Brothers for details.

Here is a list of **our fees** (more than one fee may apply):

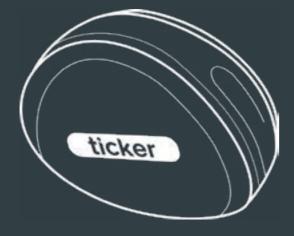
For setting up your policy (these are non-refundable if you cancel)	
For a new policy (included in your starting price)	£50
For a renewal (included in your renewal price)	£50
For your Ticker device (included in your starting and renewal price)	£40 inc. VAT

Cancellation	
If you or we cancel your policy within 14 days of your policy start date (your cooling off period)	£35
If you or we cancel your policy after your 14-day cooling off period	£50
Cancellation due to intentionally removing or tampering with your device	£50
If we need to cancel or void the policy due to failure to provide documents within agreed time	£75
If we need to cancel or void the policy because you provided inaccurate or fraudulent information	£75

Making a change to your policy	
If you make your change by chat	£15
If you make your change over the phone	£30
Making changes to your policy because you didn't provide full and accurate information in your quote	£30

Missing a payment	
Defaulting on a monthly payment plan (this is charged by Close Brothers, our premium finance provider)	£30

Requesting a new Ticker device	
If you lose your device	£40 inc. VAT



# Telematics terms and conditions

For customers with a stick-on Ticker box

## Telematics terms and conditions: your agreement with Ticker

This section is about **your** agreement with Ticker for:

- Your Ticker box, plus maintenance and other services
- Collecting data from your Ticker box to give you driving feedback in the app

These are all provided to **you** directly by Ticker (and not by the insurer), so '**we**' or '**us**' means Ticker.

- Please read these terms and conditions carefully before you take out an insurance policy through Ticker
- These terms and conditions will tell **you** who **we** are, how **we** will provide the Ticker **box** to **you**, how **you** and **we** may change or end the contract for the supply of the Ticker **box**, what to do if there is a problem and other important information
- If you think there is a mistake in these terms, please contact us to discuss

### **About Ticker**

Ticker uses the latest telematics technology to assess **your** driving style. **We** then give **you** feedback on how **you** drive in the Ticker app.

By collecting and processing **your telematics data**, **we** can help **you** stay aware of how **you**'re driving. This information helps **us** to set the price of **your** insurance. **You** can find more details about the **telematics data** that Ticker captures, the other personal data collected and held by Ticker **about you**, how Ticker uses the data and who **Ticker** passes it to here:

- The **your** data section
- Our privacy policy

### Supplying the Ticker box to you

When **you** agree to take out an insurance **policy** through Ticker, **we** will email to let **you** know that **we** have arranged insurance for **you** based on the information **you** have given **us**. At that time, the contract for the supply of the Ticker **box** will also come into existence.

We will assign you a policy number and will tell you what it is when the contract is formed. It will help us if you can tell us the policy number whenever you contact us about your box.

#### The Ticker app

The Ticker app is only available on iOS and Android devices. Right after **you**'ve bought **your** Ticker **policy**, **we**'ll email **you** (and any named drivers) a link to download the app. Once **you** have, **we**'ll email **you** again with a login link for the app – no password required.

If you don't download the app and log in within 24 hours of your policy starting, we may cancel your insurance. This applies to your named drivers too. If you want to know more about how cancellation works, see the Cancellations section of your policy. Once installed and paired with your box, you (and any named drivers) must not remove the Ticker app from your phone whilst your policy is in force, unless you need to replace your phone. In that case, you need to download and log into the app on the new phone within 24 hours.

The Ticker app uses a small amount of mobile data to transfer driving data to **us** from **your box**. Having this insurance means **you** take responsibility for having enough mobile data. **We**'re not responsible for any charges that arise from **you** using the app. All users of the Ticker app will also need to keep Bluetooth and location services on at all times when driving. If **you** don't know how to do this, the app will show **you** how.

It's a condition of your policy that you use the Ticker box and app because they're a big part of how your insurance works. By buying the policy, you agree to never remove the box from the insured car – unless you've sold the car or your windscreen is being repaired/replaced.

#### Your Ticker box

We'll collect the amount you pay for your Ticker box under the terms of this contract at the same time as the premium due for your policy. The amount you pay for the Ticker box can be found in the Fees section. There are no postage or delivery costs.

We will deliver the Ticker box to you as soon as reasonably possible. The box is packaged in such a way that it will fit through your letterbox. It's your responsibility to make sure you're able to receive the box. You own the box once we have sent it to you.

The **box** will be **your** responsibility from the time **we** deliver it to the address **you** gave **us**. **We** cannot be held responsible for delays outside of **our** control.



The **box** is easy to set up. **You** just stick it to the inside of **your** windscreen, behind **your** rear-view mirror or in the bottom corner-somewhere out of **your** line of vision. **You**'ll need to have the app downloaded and be logged in, the app will then walk **you** through connecting **your box**.

You need to set up your box within seven days of your policy starting. If you don't, we may cancel your policy. Any named drivers will also need to pair with the box before they drive the car. You can check the details of our rights to cancel in the Cancellation section of your policy.

If you're the policyholder but you don't own the car, you're responsible for making sure anyone who has a legal interest in the car agrees before you set up the box.

## Dealing with faults and replacements

If we think your Ticker box has a defect while you're insured, we'll send you another one for free. If you think something's wrong, start a chat with us in your Ticker app and we'll investigate. If it needs repairing or replacing because of a defect, we'll cover any cost – unless the fault or damage is caused by you or someone you've allowed access to your car (like a mechanic) or anyone other than Ticker or a Ticker representative.

If you tamper or interfere with the Ticker box (including deliberately preventing it from working), we may:

- Charge you the amount in the Ticker box costs part of the Fees section.
- Inform the insurer, which may mean your policy is cancelled

If **the car** is deemed a **total loss** after a claim or the Ticker **box** is damaged in an incident involving a claim under **your policy**, **we** won't charge **you** for a new **Ticker box**.

While **you**'re insured, **we** may replace the **box** with an alternative that has the same functionality or better. This will only happen if **we** make a technical change or improvement to the **box**. In such a scenario, **you** will not be charged for the new **box**.

#### **Tampering**

The Ticker **box** and app both have anti-tampering technology built in, so **we** know if a **box** has been removed or an app deleted or tampered with. If **we** do think that's happened, **we**'ll investigate. If **we** have to, **we**'ll ask **you** for a photo of **your** odometer reading to compare with MOT records.

If we conclude that you have tampered or interfered with the Ticker box (including deliberately preventing it from working), we may charge you the amount in the Ticker box costs part of the Fees section or cancel your policy.

After a crash, we'll investigate if there's no driving data for the time the incident happened. If we think the box or app has been tampered with, misused or was not in the vehicle at the time of the accident, you may be charged an additional excess of £500 on top of your standard policy excess.

#### Accuracy of policy details

We'll use the data from your Ticker box to check the information you gave us in your proposal is right. That includes your annual mileage, where your car is kept overnight and the type of driving you're doing. If we think something's wrong or you need to update your details, we'll let you know, but it's your responsibility to make sure your details are correct and up to date.

If we detect serious issues with the information you gave us, we'll get in touch to talk about it but we may void (treat it as if it never existed) or cancel the policy.

## Declared mileage

If your driving data shows that you're likely to go over your declared mileage for the year, we'll let you know. You'll need to update your policy with a higher declared mileage (estimating how much you'll drive over the rest of the policy) in the app, which may increase your premium.

If you don't update your declared mileage when we've asked you to, we'll contact you to talk about it but we may cancel your policy. Check our rights to cancel the policy in the cancellation section.

#### Crash detection

If the Ticker **box** detects a crash, **we**'ll try to get hold of **you** on the mobile number **we** have for **you**. This is just to check **you**'re OK and help **you** with a claim to get **you** back on the road. If **we** can't reach **you**, **we** may call the emergency services.



For any kind of incident, remember to hit that 'Had a crash' button on the dashboard on **your** app or call **us** to report the incident on the number at the front of the book. **We**'ll also use the telematics data from the **box** to help the assessment of liability for a claim.

#### Changing your car

This insurance is only for the car detailed in **your Policy schedule** document. If **you** change **your car**, **you** need to tell **us** immediately.

If you change your car, you'll need to move your Ticker box into your new car within 24 hours. If we need to send you a new box, you must stick it to your windscreen and connect it with your app within seven days of changing the car. For a new box, we'll charge you a fee, which you can find in the Fees section. If you don't move your box in the time we've said, we may cancel your policy. Check the cancellation section for more info.

## Replacing a Ticker box

If you lose your Ticker box, we'll charge a fee for a new box, which you can find in the Fees section.

#### Your data

Your box collects data on how the car is being driven and sends it to us with your phone's internet connection.

**Your** driving feedback reflects how safely **you**'re driving - things like **your** speed, acceleration, braking and cornering. **We**'ll update **your** driving stats once a week in the Ticker app. Gold is the best and dark red indicates high-risk driving.

You can find more detail about how we use your data in our privacy policy.

#### **Excessive speeding**

If you (or a named driver) persistently or excessively disobey the speed limit, we may cancel your policy. As a broad guide, excessive speeding means that if you were caught by a speed camera or the police, you'd receive a driving conviction or fine. You can check our rights to cancel in the cancellation section.

If **you** think **we** have an instance of excessive speeding wrong, **we**'re very happy to review the data. If **we** find that **we** made a mistake, **we**'ll remove the event from **your policy**.

## Unacceptable driving behaviour

You'll see how you (and your named drivers) are driving in the Ticker app. If we see dangerous driving behaviour, we'll let you know on the app dashboard. After that, if we don't see an improvement in the driving, we may cancel your policy. Check our rights to cancel in the Cancellation section.

If you have any questions about your driving, start a chat with us in the app or tap to call or email.

#### If the policy is cancelled or it lapses

If **you** (or **we**) cancel **your policy** or it lapses at renewal, **your box** will stop collecting driving data within seven days of the **policy** ending. **You** can uninstall the Ticker app.

#### Changing your mind

For most products bought online **you** have a legal right to change **your** mind within 14 days and receive a refund. In the case of the Ticker **box**, **you** have 14 days from the start of **your policy**. **We** may reduce **your** refund of the price (excluding delivery costs) to reflect any reduction in the value of the Ticker **box**, if this has been caused by **your** handling it in a way which would not be permitted in a shop.

This may include where the Ticker **box** has been affixed inside **your** vehicle, and residue of the tape or Velcro **you** used to do so can be seen on the returned item. **We** will process **your** refund within 14 days after **we** received the returned Ticker **box** from **you**. As noted elsewhere in this contract, the provision of **your** insurance under the **policy** requires **you** to have a Ticker **box** installed in **your car**. As such, if **you** change **your** mind about the Ticker **box**, the insurer will also cancel **your policy**.

## **Ending the contract with Ticker**

The contract for the provision of the Ticker **box** is separate from the contract under which **you** purchased **your policy** – it is known as an 'ancillary contract'. As such, if **you** decide to end the contract for the supply of **your** Ticker **box**, **your policy** will also terminate **You** may terminate the contract for **your** Ticker **box**:

- If, within 30 days after receiving it, **you** notice that the Ticker **box** is faulty or misdescribed though please contact **us** in the first instance, as **we** can send **you** out a new Ticker **box** if this occurs
- We have told you about an upcoming change to the Ticker box or this contract which you do not agree to
- We have told you about an error in the price or description of the Ticker box and you do not wish to proceed
- You have a legal right to end the contract because of something we have done wrong
- Or you change your mind

#### Returning the Ticker box

If you end the contract for any reason after the Ticker box has been posted to you, or after you received it, you must return it to us by post. If you are exercising your right to change your mind you must send off the Ticker box within 14 days of telling us, you wish to end the contract.

We will only pay the costs of return only if:

- The Ticker **box** was faulty or misdescribed;
- If you are ending the contract because we have told you of an upcoming change to the Ticker box or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

#### Your legal rights

We are under a legal duty to supply products that are in conformity with this contract. See below for a summary of your key legal rights in relation to the Ticker box. Nothing in these terms will affect your legal rights. The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of the Ticker box your legal rights entitle you to the following:

- Up to 30 days: if the Ticker box is faulty, then you can get a new box or full refund if canceling your insurance contract
- Up to six months: if the Ticker box can't be repaired or replaced, then we will send a new box
- Up to six years If the Ticker **box** does not last a reasonable length of time **you** may be entitled to some money back, though the expected lifespan of a Ticker **box** is at least one year

#### Our responsibility for loss or damage suffered by you

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Ticker box. We are not liable for business losses. We only supply Ticker boxes for domestic and private use. If you use your Ticker box for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### Other important legal terms

We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the contract within 21 days of us telling you about it and we will refund you any payments you have made in advance.

You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

- Nobody else has any rights under this contract.
- Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. This is the end of your agreement with Ticker about telematics terms.

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#### Fees

The **fees** shown below are for **our** services only. Each fee must be paid when the transaction is made and is non-refundable. If **you** pay by instalments, additional **fees** will also apply. Check **your** Consumer Credit Agreement with Close Brothers for details.

Here is a list of **our fees** (more than one fee may apply):

For setting up your policy (these are non-refundable if you cancel)		
For a new policy (included in your starting price)	£50	
For a renewal (included in your renewal price)	£50	
For your Ticker device (included in your starting and renewal price)	£40 inc. VAT	

Cancellation			
If you or we cancel your policy within 14 days of your policy start date (your cooling off period)	£35		
If you or we cancel your policy after your 14-day cooling off period	£50		
Cancellation due to intentionally removing or tampering with your device	£50		
If we need to cancel or void the policy due to failure to provide documents within agreed time	£75		
If we need to cancel or void the policy because you provided inaccurate or fraudulent information	£75		

Making a change to your policy			
If you make your change by chat	£15		
If you make your change over the phone	£30		
Making changes to your policy because you didn't provide full and accurate information in your quote	£30		

Missing a payment		
Defaulting on a monthly payment plan (this is charged by Close Brothers, our premium finance provider)	£30	

Requesting a new Ticker device	
If you lose your device	£40 inc. VAT

Your policy administration

## Your policy administration agreement with Ticker

This is **your** contract for how **we**'ll administer **your** insurance **policy**. This contract is separate from **your** insurance **policy** and **your** contract with **us** for the use of the Ticker **device**, so any charges **you** might pay for administration are in addition.

All administration services are provided to you directly by Ticker (and not by the insurer), so 'we' or 'us' means Ticker.

Services we will provide:

- We'll set up your insurance policy for you. This won't include any advice or recommendations by us in relation to your policy.
- After **your policy** starts and throughout **your policy**, **we**'ll provide and update all **your** insurance **documents** in the Ticker app and help with any queries about **your policy**.
- We'll make any changes you need to your policy, including but not limited to, changing your car or adding a named driver. If you or the insurer cancel the policy, we'll organise this and any refund you're due.

## Payments and refunds

- The total price of your insurance is shown in your documents and includes Insurance Premium Tax (IPT).
- The fees payable under the Telematic terms and conditions; and
- The fees payable for the services we provide to you under the terms of your policy administration agreement.

Legally, **we** have to tell **you** that in future, other taxes or costs may apply that are not paid through or imposed by **us**. **We**'re not aware of any other taxes or costs right now.

If **you**'re paying for **your** insurance by instalments, **you**'ll also have a separate contract with Close Brothers and they'll collect **your** instalments.

In line with industry standards, we use a **third party** to collect and store debit/credit card details. If **you**'ve agreed beforehand, we'll use the card details stored to collect payment for mid-term changes, defaulted instalments (including the associated fee), balances following cancellation, and renewal of **your policy**. We'll let **you** know before doing this.

If we receive an overpayment, we'll refund it using the debit/credit card details we hold. If you receive an overpayment, we'll attempt to recover the money using the debit/credit card stored. If you initially pay by debit/credit card we'll make any refund to the same card, in accordance with the terms and conditions of the card issuer.

If **you** pay for any adjustments to **your premium** by direct debit, **we** have the right to ask for part or full payment of any additional amount. Any return of **premium** will be used to reduce **your** loan amount.

If someone else pays for your insurance, you must show this information to them.

## Renewals

## Coming up to renewal time

At renewal time, think back over the previous 12 months and let us know if anything has changed for you or any named driver.

Changes we need to know about include, but are not limited to:

- All circumstances listed in this section.
- If you or any named driver have been involved in any accidents, claims or losses not previously notified to us, whether or not a claim was made and regardless of blame. This includes all types of claims, damages or accidents such as fire, theft or glass damage (windscreen or window).
- Any prosecutions or motoring convictions that **you**, or any named drivers, are aware of.
- Any fixed penalty notices or licence **endorsement**s incurred during the year.
- Any medical or physical condition or disability that **you** or any insured drivers need to tell the DVLA/DVANI about, including any **you** haven't told them about yet.
- Any non-motoring convictions that **you** and any named drivers have that are not considered spent. A spent conviction is one that, under the terms of the Rehabilitation of Offenders Act 1974, can be effectively ignored after a specified amount of time. If, however, someone has received a prison sentence of more than four years, the conviction will never be spent.



If you don't tell us about changes and take reasonable care to ensure that the information you supply is honest, full and correct we may cancel your policy from the start date, apply additional premium, reject your claim or only pay part of it. You may also have to pay for the cost of any third-party claim/s.

If you provide false or inaccurate information, and we identify that you've committed fraud, we may pass your details to relevant agencies to prevent fraud and money laundering. Please email riskquality@ticker.co.uk if you'd like further details on how the fraud prevention agencies may use this information.

## Renewing your policy

At least 21 days before **your policy** ends, **we**'ll send **you** a renewal notice reminder that the insurance cover is due to expire. In most cases, this notice will include an offer to renew **your** insurance for another year. To help **you** make an informed decision, any offer made will include important facts about **your policy**, any changes to the **policy** terms and a price.

The renewal terms offered will be based on the most recent information **you**'ve given **us**. These will be shown in **your** renewal invitation. Check **your** details carefully and let **us** know right away if anything's changed.

In a small number of cases, we may not renew your policy. If this happens, we'll let you know as soon as possible.

If you want to accept a renewal offer, you must take reasonable care to ensure that your information contained in the policy is correct and up to date for your car. See the previous section about contacting our customer services team if anything has changed.

Each renewal of the policy represents a new contract of insurance, starting on the date shown on your renewal schedule.

### After renewal

If you pay for your policy by annual or monthly direct debit or continuous card authority, we'll continue to collect your premium as agreed, using the same account details you gave us the previous year. You'll enter into a new contract of insurance with us starting on the cover start date on your renewal documents.

If you pay annually but don't leave your credit/debit card details with us, so that we can automatically renew your policy, you'll enter into a new contract of insurance on the day you renew and your premium will be due on this date.

You must contact us as soon as possible to pay the premium.

You have the right to cancel this **policy** at any time. Cancellation **fees** will apply.

## Who can speak to us about your policy

To make managing **your** insurance easier, **we**'re happy to talk to **your** spouse or **partner**, as long as they're named on the **policy**. **We** can talk to them about payment, changes or renewals. If **you**'d like to be the only person **we**'ll talk to about **your policy**, or choose someone else (like another named driver, friend or other family member), let **us** know by chat, email or call.

	Outstanding payments	Changes to your policy	Renewal	Cancellation
<b>Policy</b> holder	Yes	Yes	Yes	Yes
Spouse/ <b>partner</b> / nominated person	Yes	Yes	Yes	No
Direct debit payers	Yes	Yes	Yes	No



## Our responsibility for loss or damage suffered by you

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**We** do not exclude or limit in any way **our** liability to **you** where it would be unlawful to do so. This includes liability for death or personal injury caused by **our** negligence or the negligence of **our** employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

## Other important legal terms

We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the contract within 21 days of us telling you about it and we will refund you any payments you have made in advance.

- You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- Nobody else has any rights under this contract.
- Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

This is the end of **your** contract with Ticker for **policy** administration services.

Things you need to know

## **General information**

All administration services are provided to you directly by Ticker (and not by the insurer), so 'we' or 'us' means Ticker.

## The Financial Services Compensation Scheme

Genaral insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at fscs.org.uk.

Ticker is a member of this scheme.

## Our arrangements with websites

We use various referral providers, such as price comparison websites, to reach new customers. If they introduce you to us, we may pay them a fee for this service.

## Who regulates us?

Ticker is a trading name of Ticker Limited, which is an appointed representative of Davies MGA Services Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number 597301 to carry on insurance distribution activities.

You can check our registration on the FCA's register by visiting fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Our permitted business is acting as an agent, arranging and assisting in the administration of non-investment insurance contracts.

### Your privacy and security

Your privacy is important to us and we go to great lengths to protect it. Our privacy notice will tell you everything you need to know about the personal data we and our ancillary product providers hold about you, in order to be able to provide you with a quote or insurance policy. It explains how we and our ancillary product providers may collect, use and share your details and tells you your rights under data protection laws.

**You'**Il find **our** privacy notice at <u>ticker.co.uk/privacy-notice</u> but if **you**'d prefer a paper copy, start a chat in the app and **we**'ll post one to **you**.

If you have any questions about our privacy notice, including any requests to exercise your legal rights under data protection laws, please contact our data protection team. Email <a href="mailto:dataprotection@ticker.co.uk">dataprotection@ticker.co.uk</a> with your full name, policy number, address and date of birth.

## How to make a complaint

Ticker is about making insurance easier, so if you're not happy about something just let us know and we'll try to get it sorted.

If you're unhappy about the way your policy has been sold or administered, please contact Ticker in any of the following ways:

By chat, either using the app, or via the website: www.ticker.co.uk/help

Email: customerrelations@ticker.co.uk

Call: 0345 3052 774

Address: 52-54 Alexandra St, Southend-on-Sea SS1 1BJ

If you're unhappy with the outcome of a claim, or the way a claim has been managed please contact the Claims Team in any of the following ways:

Email: tickerclaims@carpentersgroup.co.uk

Call: 0330 053 3727, or from outside the UK call: +44 330 053 3727

Address: Ticker Claims, C/O Carpenters Insurance Services Limited, Priory House, Monks Ferry, Birkenhead, Merseyside, CH41 5LH

If **you** need to make a complaint, **we**'ll thoroughly investigate it and do everything **we** can to get it sorted out within three working days. If **we**'re unable to do this **we**'ll send **you** a written acknowledgement, usually within five working days.

We'll aim to give you our final response within four weeks, but if this isn't possible, we'll contact you to explain where 've got to, with an estimate of when we'll have an answer for you.

If we can't give you a final response within eight weeks of the initial date of your complaint, or if you're not satisfied with our response, you can refer the dispute to the Financial Ombudsman, free of charge, within six months of receiving our final response letter.

#### Financial Ombudsman Service

Their contact details are:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR

Call: **0800 023 4567** or **0300 123 9123** (from mobiles or non-BT lines)

Email: complaint.info@financial-ombudsman.org.uk

Opening hours: Monday to Friday, 8am - 8pm

Saturday 9am - 1pm

You may also be able to refer your complaint to: Office of the Arbiter for Financial Services, 1st Floor St Calcedonius Square, Floriana FRN 1530 Malta, telephone (+356) 212 49245 if you're not satisfied with our final response or we haven't responded within 15 working days. You'll have to pay €25.00 at the time of making your complaint to the Arbiter to use this service.

For more information on the Office of the arbiter for Financial Services and its complaints process, please visit financialarbiter.org. mt/en/Pages/Home.aspx.

For more information, please see **our** full complaints wording at ticker.co.uk/complaints.

This insurance is not available in Northern Ireland, the Isle of Man or the Channel Islands. Ticker is a trading name of Ticker Limited, which is an appointed representative of Davies MGA Services Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number 597301 to carry on insurance distribution activities. Ticker Limited is registered in England and Wales company number 11068409. Registered office at The Old Byre, Peper Harow Park, Godalming, England, GU8 6BQ.